

**ECLIPSE PACKAGING, INC., D/B/A  
FLEXSOL PACKAGING,**

**Plaintiff,**

**v.**

**STEWARTS OF AMERICA, INC.,**

**Defendant.**

**THIS ACTION HAVING COME BEFORE THE COURT**, the Honorable Richard L. Voorhees, United States District Judge, presiding, by way of a jury trial held May 3, 2016 through May 5, 2016; as to **COUNT I – BREACH OF EXPRESS WARRANTY; COUNT II – BREACH OF IMPLIED WARRANTY OF MERCHANTABILITY; and COUNT III – BREACH OF IMPLIED WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE**; and such claims having been submitted to the Jury for its consideration and decision, and the Jury having reached its **VERDICT** concerning the same,

-1-

**IT IS FURTHER ORDERED AND ADJUDGED** that the award of money damages be set-off by the amount of **SEVENTY-TWO THOUSAND AND FIVE-HUNDRED DOLLARS AND ZERO CENTS (\$72,500.00)**, that amount representing a credit to the Defendant for the Plaintiff's failure to mitigate its damages;

**IT IS FURTHER ORDERED AND ADJUDGED** that the award of money damages be further set-off by the amount of **ONE-HUNDRED AND THIRTY-TWO THOUSAND AND FIVE-HUNDRED DOLLARS AND ZERO CENTS (\$132,500.00)**, that amount representing a credit to the Defendant for the settlement between Plaintiff and former-defendant Industrial Brush Co., Inc.;

**IT IS FURTHER ORDERED AND ADJUDGED** that, after all aforementioned set-offs and credits, the Plaintiff shall recover money damages from the Defendant in the amount of **THREE-HUNDRED AND FIFTY-EIGHT THOUSAND AND ONE-HUNDRED AND EIGHTY-FOUR DOLLARS AND ONE CENT (\$358,184.01)**;

**IT IS FURTHER ORDERED AND ADJUDGED** that the Plaintiff be entitled to recover from the Defendant: (1) its costs in this action; (2) pre-judgment interest, pursuant to N. C. Gen Stat. §§ 24-1, 24-5(a) and applicable law, as of the date of the breach of contract, September 10, 2012; and (3) post-judgment interest, pursuant to 28 U.S.C. § 1961 and applicable law.

**SO ORDERED.**

Signed: July 27, 2016



Richard L. Voorhees  
United States District Judge

